

Feb 22, 2019

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,
Plaintiff,

No. 1:18-cv-03062-SAB

v.

**JUDGMENT AND DECREE OF
FORECLOSURE**

ALEX JOSEPH CAMPBELL,
TAMPICO WELL USERS, and
TAMPICO STORE AND CAFÉ,
Defendants.

The Court held a motion hearing in the above-captioned matter on February 21, 2019. Brian Donovan appeared on behalf of Plaintiff and no one appeared on behalf of Defendants.¹ At the hearing, the Court addressed the pending Motion for Judgment and Decree of Foreclosure, ECF No. 10. The Court, having been fully advised on the matter, finds good cause to grant the motion.

Accordingly, **IT IS HEREBY ORDERED:**

1. The Government's Motion for Judgment and Decree of Foreclosure, ECF No. 10, is **GRANTED**.
2. Plaintiff is awarded judgment against Defendant Alex Joseph Campbell in the amount of \$203,407.50; plus interest to accrue at the rate of \$15.6040 per day from and after November 29, 2018 to the date of

¹ Defendant Alex Joseph Campbell and Defendant Tampico Well Users stipulated to the relief sought by Plaintiff. ECF Nos. 4, 6. As for Defendant Tampico Store and Café, an order of default was entered against for its failure to appear or otherwise defend in this matter. ECF No. 9.

1 judgment; plus interest from the date of judgment at the rate set forth in
2 28 U.S.C. § 1961 until paid in full, for costs of suit, including but not
3 limited to, the filing fee allowed pursuant to 28 U.S.C. § 2412 (a) (2), any
4 costs of enforcing the judgment, any costs incurred by FSA to bid at any
5 foreclosure sale, including but not limited to, costs of title work and
6 appraisals, and any other relief. However, no deficiency judgment may
7 be entered against Defendant Campbell.

8 3. The debt upon which this judgment is based has been secured and
9 perfected by the following:

- 10 a. A mortgage recorded June 26, 2013, under Auditor's File No.
11 7808421, Official Records of Yakima County, Washington.
12 b. A security agreement, perfected by a financing statement recorded
13 September 3, 2003, under Instrument No. 2003-246-434-6; a
14 continuation statement recorded March 4, 2008, under Instrument
15 No. 2008-064-2117-1; and a continuation statement recorded June
16 24, 2013, under Instrument No. 2013-175-0432-2, in the Official
17 Records of Washington State Department of Licensing.

18 i. The personal property described and perfected under the
19 above security agreement is as follows:

- 20 1. Oliver 1600Tractor, S/N 130322-607 9433
21 2. New Holland 425 Baler, S/N 503847
22 3. John Deere BA Grain Drill, S/N 60090
23 4. Hesston 6650 Swather, S/N 665—1251
24 5. Ford 3000 Tractor, S/N C461309
25 6. Massey Ferguson M-25 Hay Rake S/N 0006150
26 7. International 3BTM Plow
27 8. Powder River Calf Squeeze Chute, 2011
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1 9. Pasture Harross (4 Count) 5'

2 10. International 10' Disc

3 11. Turnbow 16' Stock Trailer, S/N D535TUD

4 12. GMC Truck 2500, 1983, S/N 1GTCK24J3DF711833

- 5 4. The foregoing mortgage covers the following described real property
6 situated in Yakima County, State of Washington (ECF No. 1 Ex. C), with
7 the following legal description:

8 Lot 1 of Short Plat Recorded in Book 82 of Short Plats, Page 41, as
9 recorded under Auditor's File No. 2642356, Records of Yakima
10 County, Washington. Situated in Yakima County, State of
11 Washington Assessor's Parcel Numbers: 161217-22401

- 12 5. The real estate mortgage and security agreement described in paragraph 2
13 above are hereby foreclosed. Defendants and all persons claiming by,
14 through or under them are forever barred and foreclosed from asserting
15 any right, title, or interest in and to said property, except for the statutory
16 rights of redemption, if any, provided by law.
- 17 6. The interests of all Defendants are inferior to the interest of the United
18 States.
- 19 7. After the 10-day automatic stay of proceedings to enforce a judgment,
20 Plaintiff may present a motion for an order of sale. See Fed. R. Civ. P.
21 62(a) & (f) (noting 14-day stay unless otherwise under state law for a
22 judgment on a lien); Wash. CR 62(a) (10-day stay); see also 18 Wash.
23 Prac., Real Estate § 19.12 (2d ed.) (describing the enforcement process).
- 24 8. The United States Marshal for the Eastern District of Washington or
25 his/her representative will be authorized and directed under 28 U.S.C. §§
26 2001 and 2002 to offer for public sale and to sell the real property and
27 personal property listed in paragraph 2. The United States Marshal or
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1 his/her representative will be authorized free access to the real property
2 and to take all actions necessary to preserve the real property and
3 personal property, including, but not limited to, retaining a locksmith or
4 other person to change or install locks or other security devices on any
5 part of the real property, until the deed to the real property is delivered to
6 the purchaser at the foreclosure sale.

- 7 9. The United States or any party to the suit may become a purchaser at the
8 sale and the United States Marshal shall execute a Marshal's Certificate
9 of Purchase to the real property in favor of the purchaser, and the
10 purchaser will be let into possession of the premises upon production of
11 the Marshal's Certificate of Purchase. In the event the United States or its
12 agency, Farm Services of America of the United States Department of
13 Agriculture, is a successful bidder on the property, it shall have the right
14 to apply its judgment credits in lieu of cash thereon, and the United States
15 Marshal is authorized to accept such an arrangement.

16 10. The terms of the Order of Sale shall be as follows:

- 17 a. The sale of the real property and personal property shall be free
18 and clear of the interest of Defendants Campbell, Tampico Well
19 Users, and Tampico Store & Café, except to the extent that
20 Defendants have a right of redemption under RCW § 6.23 or
21 excess funds under RCW § 6.21. The redemption period shall be
22 12 months.
- 23 b. The sale shall be subject to building lines, if established; all laws,
24 ordinances, and governmental regulations (including building and
25 zoning ordinances) affecting the real and personal property; and
26 easements and restrictions of record, if any.
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- 1 c. The Sale shall be held at the courthouse of the county in which the
2 real property is located, on the real property's premises, or at any
3 other place in accordance with the provisions of 28 U.S.C. §§ 2001
4 and 2002, and shall be announced in the Notice of Sale. The date
5 and time for sale are to be announced by the United States
6 Marshal, or his/her representative, in the Notice of Sale.
- 7 d. The Notice of Sale shall be published once a week for at least four
8 consecutive weeks before the sale in at least one newspaper
9 regularly issued and of general circulation in Yakima County, and,
10 at the discretion of the Marshal or his/her representative, by any
11 other notice deemed appropriate. The notice shall contain a
12 description of the real property and personal property; the time,
13 date, and location of the sale as determined by the United States
14 Marshal or his/her representative; the minimum bid as determined
15 by the United States; and the terms and conditions of sale listed in
16 subparagraphs f-l below.
- 17 e. The minimum bid for the Real Property will be set by the United
18 States. If the minimum bid is not met or exceeded, the Marshal or
19 his/her representative, with concurrence of the United States, may
20 without further permission of this Court, and under the terms and
21 conditions in this order of sale, hold a new public sale, if
22 necessary, and reduce the minimum bid as set by the United States,
23 or sell to the highest bidder.
- 24 f. The successful bidder for the real property shall be required to
25 deposit at the time of the sale with the Marshal, or his/her
26 representative, a minimum of ten percent (10%) of the bid, with
27 the deposit to be made by certified or cashier's check payable to
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1 the United States District Court for the Eastern District of
2 Washington, or cash. Before being permitted to bid at the sale,
3 bidders shall display to the Marshal, or his/her representative,
4 proof that they are able to comply with this requirement. No bids
5 will be received from any person(s) who have not presented proof
6 that, if they are the successful bidder(s), they can make the deposit
7 required by this order of sale.

- 8 g. The balance of the purchase price for the real property is to be paid
9 to the United States Marshal within twenty (20) days after the date
10 the bid is accepted, by a certified or cashier's check payable to the
11 United States District Court for the Eastern District of Washington.
12 If the bidder fails to fulfill this requirement, the deposit shall be
13 forfeited and shall be applied to cover the expenses of the sale,
14 including commissions due under 28 U.S.C. § 1921(c), with any
15 amount remaining to be applied to the Judgment at issue herein.
16 The real property shall again be offered for sale under the terms
17 and conditions of this order of sale, or, in the alternative, sold to
18 the second highest bidder if consented to by the United States.
- 19 h. The sale of the real property shall be subject to confirmation by
20 this Court. The Marshal shall file a report of sale with the Court,
21 together with a proposed order of confirmation of sale and
22 proposed deed, within thirty (30) days from the date of receipt of
23 the balance of the purchase price.
- 24 i. On confirmation of the sale, the Marshal shall execute and deliver
25 a deed of judicial sale conveying the real property to the purchaser.
- 26 j. On confirmation of the sale, all interests in, liens against, or claims
27 to, the real property and appurtenances that are held or asserted by
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1 all parties to this action are discharged and extinguished, except to
2 the extent that such Defendant has rights of redemption under
3 RCW § 6.23.

4 k. On confirmation of the sale, the recorder of deeds, Yakima
5 County, Washington, shall cause transfer of the real property and
6 appurtenances to be reflected upon that county's register of title.

7 l. The sale shall be "as is" without warranty of any kind.

8 11. Until the real property and personal property is sold, all Defendants shall
9 take all reasonable steps necessary to preserve the real and personal
10 property (including all buildings, improvements, fixtures and
11 appurtenances on the real property) in their current condition including,
12 without limitations, maintaining a fire and casualty insurance policy.
13 They shall neither commit waste against the real property nor cause nor
14 permit anyone else to do so. They shall neither do anything that tends to
15 reduce the value or marketability of the real or personal property nor
16 cause nor permit anyone else to do so. They shall not record any
17 instruments, publish any notice, or take any other action (such as running
18 newspaper advertisements or posting signs) that may directly or
19 indirectly tend to adversely affect the value of the real property or that
20 may tend to deter or discourage potential bidders from participating in
21 the public auction, nor shall they cause or permit anyone else to do so.

22 12. All persons occupying the real property shall leave and vacate the real
23 property permanently within thirty (30) days of the date of this Order,
24 each taking with them his or her personal property (but leaving all
25 improvements, buildings, fixtures, and appurtenances to the real
26 property). If any person fails or refuses to leave and vacate the property
27 by the time specified in this Order, the United States Marshal's Office is
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1 authorized to take whatever action it deems appropriate to remove such
2 person from the premises. Specifically, the United States Marshal (or
3 his/her designee) is authorized and directed to take all actions necessary
4 to enter the real property at any time of the day or night and evict and
5 eject all unauthorized persons located there, including Defendants, or any
6 other occupants. To accomplish this and to otherwise enforce this Order,
7 the United States Marshal (or his/her designee) shall be authorized to
8 enter the real property and any and all structures and vehicles located
9 thereon, and to use force as necessary. When the United States Marshal
10 concludes that all unauthorized persons have vacated, or been evicted
11 from the property, he/she shall relinquish possession and custody of the
12 property to the United States, or more specifically the FSA, or its
13 designee. No person shall be permitted to return to the property and/or
14 remain thereon without the express written authorization by the United
15 States Marshal and/or the FSA, and/or the United States Department of
16 Justice, or their respective representatives and/or designees.

17 Unauthorized persons who re-enter the real property during the time this
18 order is in effect may be ejected by the United States Marshal without
19 further order of the Court.

- 20 13.If any person fails or refuses to remove his or her personal property from
21 the real property by the time specified herein, the personal property
22 remaining on the real property thereafter is deemed forfeited and
23 abandoned, and the United States Marshal's Office is authorized to
24 remove it and to dispose of it in any manner it deems appropriate,
25 including sale, in which case the proceeds of the sale are to be applied
26 first to the expenses of sale and the balance to be paid into the Court for
27 further distribution.
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1 14. The proceeds arising from sale are to be paid to the Clerk of this Court
2 and applied as far as they shall be sufficient to the following items, in the
3 order specified:

- 4 a. To the United States for the costs of the sale, including the costs
5 and commissions of the United States Marshal and any
6 professional auctioneer if retained and the costs of advertising,
7 selling, and conveying the property incurred by the Government.
8 b. To the United States to be applied to the Judgment plus all interest
9 and costs due and owing thereon.
10 c. Any balance remaining after the above payments shall be held by
11 the Clerk's Registry to be disbursed to whoever may be lawfully
12 entitled hereto, including Defendant Tampico Well Users.

13 **IT IS SO ORDERED.** The District Court Executive is hereby directed to
14 file this Order and provide copies to counsel.

15 **DATED** this 22nd day of February 2019.



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A handwritten signature in blue ink, reading "Stanley A. Bastian", is written over a horizontal line.

23 Stanley A. Bastian
24 United States District Judge
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